

FT

March 21, 2016

**Resolution 1: Award to Low Bidders - Aggregates**

Council hereby **AWARDS** one (1) year contracts to provide  
sew for one (1) additional year to the following low bidders;

	<u>Items</u>	<u>Estimated Total Cost</u>
MI	1,3,6,7,8	<b>\$30,957.00</b>
MI	4,9	<b>\$2,925.00</b>
, Metamora, MI	2, 5	<b>\$27,875.00</b>
		<b>\$61,757.00</b>

ed on as-needed basis; at unit prices contained in the bid  
16, a copy of which shall be **ATTACHED** to the original Minutes  
expiring April 30, 2018.

That the awards are **CONTINGENT** upon the contractors'  
d bid documents, including insurance certificates and all other

# BLANKET ORDER

No. 2016-00001546  
 DATE: 04/22/2016  
 PAGE: 1 of 1  
 FOB DESTINATION

**Ship To**  
 CITY OF TROY  
 Streets  
 4693 ROCHESTER ROAD  
 TROY, MI 48085

**Bill To**  
 CITY OF TROY  
 Streets  
 4693 ROCHESTER ROAD  
 TROY, MI 48085

**VENDOR NO.** 100208

**EXPIRATION DATE**  
 04/30/2017  
**COUNCIL RESOLUTION**  
 2016-03-054-J-4c

**Vendor**  
 BEDROCK EXPRESS LTD  
 1290 N M-15  
 ORTONVILLE, MI 48462

COPY

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
500	Ton	6A Slag	15.9500	\$7,975.00
300	Ton	Pea Gravel	15.4900	\$4,647.00
100	Each	Crushed Concrete, 1"-3"	11.9500	\$1,195.00
1,000	Each	21AA Limestone	14.9500	\$14,950.00
200	Each	2NS Sand	10.9500	\$2,190.00
1	Each	Additional Information: DELIVERY: Within 24 Hours after verbal request. PAYMENT TERMS: Net30 Days.	0.0000	\$0.00
<i>Mailed 5/4/16</i>				

Entered By: MaryBeth Murz

\$30,957.00

**Special Instructions:**

Insurance required to be on file - CONTRACT to furnish One (1) Year Requirements of AGGREGATES with an option to Renew for ONE (1) Additional Year in accordance with the specifications for ITB-COT 16-15 at the prices stated above. This PO is for Year One of a potential 2-Year Contract. CITY COUNCIL AWARD DATE: 3/21/2016.

**TERMS & CONDITIONS**

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

**NOTICE:** The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.

*MaryBeth Murz*

VENDOR NAME:

<b>Bedrock Express LTD.</b>
Ortonville, MI

**PROPOSAL: One-Year Requirements of Aggregates with an Option to Renew for one (1) additional year.**

ITEM	EST QTY/TONS	DESCRIPTION	PRICE/TON
1.	500	6A SLAG	\$ 15.95
3.	300	PEA GRAVEL	\$ 15.49
6.	100	CRUSHED CONCRETE, 1" - 3"	\$ 11.95
7.	1,000	21AA LIMESTONE	\$ 14.95
8.	200	2NS SAND	\$ 10.95
DISCOUNT IF AWARDED ALL ITEMS			3%
<b>ESTIMATED TOTAL AWARDED ITEMS:</b>			<b>\$ 30,957.00</b>
DELIVERY: Within Hours			24 Hours
MINIMUMS:			50 Tons
ALL OR NONE AWARD:		Y or N	N
CONTACT INFORMATION:			
Hrs. of Operation			8AM-6PM
24 Hr. Phone No.			810-217-6324
INSURANCE		Can Meet	Y
		Cannot Meet	
PAYMENT TERMS:			Net 30
EXCEPTIONS:		Y or N	N

# BLANKET ORDER

No. 2016-00001544  
 DATE: 04/22/2016  
 PAGE: 1 of 1  
 FOB DESTINATION

**Ship To**  
 CITY OF TROY  
 Streets  
 4693 ROCHESTER ROAD  
 TROY, MI 48085

**Bill To**  
 CITY OF TROY  
 Streets  
 4693 ROCHESTER ROAD  
 TROY, MI 48085

**VENDOR NO.** 103156

**EXPIRATION DATE**  
 04/30/2017  
**COUNCIL RESOLUTION**  
 2016-03-054-J-4c

**Vendor**  
 RICHMOND TRANSPORT INC  
 4020 COUNTY LINE  
 LENOX, MI 48050

COPY

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
100	Ton	60/40 Gravel	16.7500	\$1,675.00
100	Ton	Mason Sand	12.5000	\$1,250.00
1	Each	Additional Information: DELIVERY: Within 24 Hours after verbal request. PAYMENT TERMS: Net30 Days.	0.0000	\$0.00
<p style="font-size: 1.5em; font-family: cursive;">P.O. mailed 4.26.2016</p> <p style="font-size: 1.5em; font-family: cursive;">Ins-OK</p>				\$2,925.00
Entered By: MaryBeth Murz				

**Special Instructions:**

Insurance required to be on file - CONTRACT to furnish One (1) Year Requirements of AGGREGATES with an option to Renew for ONE (1) Additional Year in accordance with the specifications for ITB-COT 16-15 at the prices stated above. This PO is for Year One of a potential 2-Year Contract. CITY COUNCIL AWARD DATE: 3/21/2016.

**TERMS & CONDITIONS**

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.

*MaryBeth Murz*

VENDOR NAME:

<b>Richmond Transport, Inc.</b>
Lenox, MI

**PROPOSAL: One-Year Requirements of Aggregates with an Option to Renew for one (1) additional year.**

ITEM	EST QTY/TONS	DESCRIPTION	PRICE/TON
4.	100	60/40 GRAVEL	\$ 16.75
9.	100	MASON SAND	\$ 12.50
DISCOUNT IF AWARDED ALL ITEMS			0%
<b>ESTIMATED TOTAL AWARDED ITEMS:</b>			<b>\$ 2,925.00</b>
DELIVERY: Within Hours			24 Hours
MINIMUMS:			50 Ton Loads
ALL OR NONE AWARD:		Y or N	N
CONTACT INFORMATION:			
Hrs. of Operation			6AM-5PM
24 Hr. Phone No.			810-602-1351
INSURANCE		Can Meet	Y
		Cannot Meet	
PAYMENT TERMS:			Net 30
EXCEPTIONS:		Y or N	N

# BLANKET ORDER

No. 2016-00001545  
 DATE: 04/22/2016  
 PAGE: 1 of 1  
 FOB DESTINATION

**Ship To**  
 CITY OF TROY  
 Streets  
 4693 ROCHESTER ROAD  
 TROY, MI 48085

**Bill To**  
 CITY OF TROY  
 Streets  
 4693 ROCHESTER ROAD  
 TROY, MI 48085

**VENDOR NO.** 171199

**EXPIRATION DATE**  
 04/30/2017  
**COUNCIL RESOLUTION**  
 2016-03-054-J-4c

**Vendor**  
 GLENN EISENHARDT EXCAVATING, INC.  
 200 E. SUTTON  
 METAMORA, MI 48455

COPY

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1,000	Ton	22A Gravel	10.0000	\$10,000.00
2,500	Ton	Fill Sand	7.1500	\$17,875.00
1	Each	Additional Information: DELIVERY: Within 48 Hours after verbal request. PAYMENT TERMS: Net30 Days.	0.0000	\$0.00
<p style="font-size: 1.5em; font-family: cursive;">P.O. mailed 4/22 Insurance OK</p>				
				\$27,875.00

Entered By: MaryBeth Murz

**Special Instructions:**

Insurance required to be on file - CONTRACT to furnish One (1) Year Requirements of AGGREGATES with an option to Renew for ONE (1) Additional Year in accordance with the specifications for ITB-COT 16-15 at the prices stated above. This PO is for Year One of a potential 2-Year Contract. CITY COUNCIL AWARD DATE: 3/21/2016.

**TERMS & CONDITIONS**

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.

*MaryBeth Murz*

VENDOR NAME:

Glenn Eisenhardt Excavating, Inc. Inc.

Metamora MI

**PROPOSAL: One-Year Requirements of Aggregates with an Option to Renew for one (1) additional year.**

ITEM	EST QTY/TONS	DESCRIPTION	PRICE/TON
2.	1000	22A GRAVEL	\$ 10.00
5.	2,500	FILL SAND	\$ 7.15
DISCOUNT IF AWARDED ALL ITEMS			0%
<b>ESTIMATED TOTAL AWARDED ITEMS:</b>			<b>\$ 27,875.00</b>
DELIVERY: Within Hours			48 Hours
MINIMUMS:			45 Tons
ALL OR NONE AWARD:		Y or N	N
CONTACT INFORMATION:			
Hrs. of Operation			7AM-5PM
24 Hr. Phone No.			
INSURANCE:		Can Meet	X
		Cannot Meet	
PAYMENT TERMS:			NET 30
EXCEPTIONS:		Y or N	N



# CITY COUNCIL AGENDA ITEM

Date: March 10, 2016

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager *MBM*  
 Timothy L. Richnak, Public Works Director *TR*  
 Kurt Bovensiepe, Public Works Manager *KB*

Subject: Standard Purchasing Resolution 1: Award to Low Bidders – Aggregates

### History

- Aggregate material is used by the Department of Public Works to maintain City infrastructure including underground systems.
- These systems require specific materials to meet different compaction ratings.
- The type of project or maintenance will dictate what type of aggregate is required.
- Aggregates are purchased on an as needed basis throughout the year to meet these demands and to replenish an inventory located at the Public Works yard.
- The current contract expires April 30, 2016.

### Purchasing

On March 3, 2016 a bid opening was conducted as required by City Charter/Code for one (1) year requirements of aggregates with an option to renew for one (1) additional year. The bid was posted on the Michigan Intergovernmental Trade Network (MITN); [www.mitn.info](http://www.mitn.info). 204 vendors were notified via the MITN website. Nine (9) bid responses were received. Below is a detailed summary of potential vendors for the bid opportunity:

<b>Companies notified via MITN</b>	204
Troy Companies notified via MITN	2
Troy Companies notified - Active email Notification	2
Troy Companies - Active Free	0
<b>Companies that viewed the bid</b>	22
Troy Companies that viewed the bid	0

*MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.*

**Active MITN** members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.

**Active MITN non-paying members** are responsible to monitor and check the MITN website for opportunities to do business with the City.

**Inactive MITN member** status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

After reviewing the bid proposals, it is being recommended to award contracts to the following three (3) low bidders by line item at the unit prices as detailed below:



# CITY COUNCIL AGENDA ITEM

## Purchasing (Continued):

Item	Est Qty per Ton	Price per Ton	Est Total Cost
<b>Bedrock Express, LTD.</b>			
1. 6A Slag	500	\$15.95	\$7,975.00
3. Pea Gravel	300	\$15.49	\$4,647.00
6. Crushed Concrete	100	\$11.95	\$1,195.00
7. 21AA Limestone	1,000	\$14.95	\$14,950.00
8. 2NS Sand	200	\$10.95	\$2,190.00
			<b>\$30,957.00</b>
<b>Richmond Transport</b>			
4. 60/40 Gravel	100	\$16.75	\$1,675.00
9. Mason Sand	100	\$12.50	\$1,250.00
			<b>\$2,925.00</b>
<b>Glenn Eisenhardt</b>			
2. 22A Gravel	1000	\$10.00	\$10,000.00
5. Fill Sand	2500	\$7.15	\$17,875.00
			<b>\$27,875.00</b>
<b>Estimated Total Cost:</b>			<b>\$61,757.00</b>

## Financial

Funds are available through the Public Works operating budgets for the Streets and Water Divisions.

## Recommendation

City Management recommends awarding one (1) year contracts with the option to renew for one (1) additional year to the following low bidders:

<u>Company</u>	<u>Items</u>	<u>Estimated Total Cost</u>
Bedrock Express, LTD., Ortonville, MI	1,3,6,7,8	<b>\$30,957.00</b>
Richmond Transport Inc., Lenox, MI	4,9	<b>\$2,925.00</b>
Glenn Eisenhardt Excavating, Inc., Metamora, MI	2, 5	<b>\$27,875.00</b>
Estimated Total Cost		<b>\$61,757.00</b>

Aggregates are to be purchased as specified on as needed basis and as per unit bid prices listed in the attached bid tabulation opened March 3, 2016 on as needed basis; contract to expire April 30, 2018.

**STANDARD PURCHASING RESOLUTION 1: Award to Low Bidders -**

**Aggregates**

RESOLVED, That Troy City Council hereby awards one (1) year contracts to provide Aggregates with an option to renew for one (1) additional year to the following low bidders;

<b><u>Company</u></b>	<b><u>Items</u></b>	<b><u>Estimated Total Cost</u></b>
Bedrock Express, LTD., Ortonville, MI	1,3,6,7,8	<b>\$30,957.00</b>
Richmond Transport Inc., Lenox, MI	4,9	<b>\$2,925.00</b>
Glenn Eisenhardt Excavating, Inc., Metamora, MI	2, 5	<b>\$27,875.00</b>
Estimated Total Cost		<b>\$61,757.00</b>

All aggregates to be purchased on as needed basis; at unit prices contained in the bid tabulation opened March 3, 2016, a copy of which shall be ATTACHED to the original Minutes of this meeting, with contracts expiring April 30, 2018.

BE IT FURTHER RESOLVED, That the awards are contingent upon the contractors' submission of properly executed bid documents, including insurance certificates and all other specified requirements.

VENDOR NAME:

Bedrock Express Ortonville MI	Richmond Transport Taylor MI	Osburn Industries Taylor MI	Calo & Sons Livonia MI
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**PROPOSAL: One-Year Requirements of Aggregates with an Option to Renew for one (1) additional year.**

ITEM	EST QTY/TONS	DESCRIPTION	PRICE/ TON	PRICE/ TON	PRICE/ TON	PRICE/ TON
1.	500	6A SLAG	\$ 15.95	\$ 17.80	\$ 18.50	\$ 18.65
2.	1000	22A GRAVEL	\$ 11.95	\$ 12.15	\$ 13.00	\$ 13.95
3.	300	PEA GRAVEL	\$ 15.49	\$ 15.50	\$ 17.25	\$ 18.95
4.	100	60/40 GRAVEL	\$ 17.95	\$ 16.75	\$ 8.99	\$ 19.97
5.	2,500	FILL SAND	\$ 7.95	\$ 8.60	\$ 14.25	\$ 8.99
6.	100	CRUSHED CONCRETE, 1" - 3"	\$ 11.95	\$ 15.10	\$ 16.25	\$ 14.25
7.	1,000	21AA LIMESTONE	\$ 14.95	\$ 15.85	\$ 14.40	\$ 16.65
8.	200	2NS SAND	\$ 10.95	\$ 14.00	\$ 14.00	\$ 14.40
9.	100	MASON SAND	\$ 12.95	\$ 12.50	\$ 14.00	\$ 14.40
DISCOUNT IF AWARDED ALL ITEMS			3%	0		
<b>ESTIMATED TOTAL:</b>			\$ 65,872.00	\$ 70,285.00	\$ <del>58,899.00</del>	\$ 75,827.00
<b>ESTIMATED TOTAL AWARDED ITEMS:</b>						
DELIVERY: Within Hours			24 hours	48 hours	48 hours	24 hours
MINIMUMS:			50 Tons	50 Ton Loads	50 Tons	50 Ton
ALL OR NONE AWARD:			N	N	N	N
CONTACT INFORMATION:						
Hrs. of Operation			8AM-6PM	6AM-5PM	7AM-5PM	7AM-5PM
24 Hr. Phone No.			810-217-6324	810-602-1351	313.363.0877	248-755-3342
INSURANCE			Y	Y	Y	Y
			Can Meet			
			Cannot Meet			
PAYMENT TERMS:			Net 30	Net 30	Net 30	Net 30
EXCEPTIONS:			N	N	6a slag not always available.	N

ATTEST:

Ashely Levin  
 Susan Reisterer  
 Enna Bachelor

MaryBeth Murz  
 Purchasing Manager

VENDOR NAME:

Dales Landscape Supply Roseville MI	Glenn Eisenhardt Exc Inc Metamora MI	Tri-City Aggregates Inc Holly, MI	Stoneco of Michigan Monroe, MI
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**PROPOSAL: One-Year Requirements of Aggregates with an Option to Renew for one (1) additional year.**

ITEM	EST QTY/TONS	DESCRIPTION	PRICE/TON	PRICE/TON	PRICE/TON	PRICE/TON
1.	500	6A SLAG	\$ -	\$ 11.00	\$ -	\$ -
2.	1000	22A GRAVEL	\$ 15.75	\$ 10.00	\$ 11.00	\$ -
3.	300	PEA GRAVEL	\$ 17.45	\$ 16.45	\$ -	\$ -
4.	100	60/40 GRAVEL	\$ 18.95	\$ -	\$ -	\$ 18.50
5.	2,500	FILL SAND	\$ 9.00	\$ 7.15	\$ 8.00	\$ -
6.	100	CRUSHED CONCRETE, 1" - 3"	\$ 15.00	\$ 13.75	\$ -	\$ 17.90
7.	1,000	21AA LIMESTONE	\$ -	\$ 16.70	\$ -	\$ 19.00
8.	200	2NS SAND	\$ 14.25	\$ 14.54	\$ -	\$ 17.75
9.	100	MASON SAND	\$ 13.25	\$ 13.85	\$ -	\$ 35.25
DISCOUNT IF AWARDED ALL ITEMS			0%	0%	0%	0%

<b>ESTIMATED TOTAL:</b>	\$ 51,055.00	\$ 60,648.00	\$ 31,000.00	\$ 29,715.00
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<b>ESTIMATED TOTAL AWARDED ITEMS:</b>					
DELIVERY:	Within Hours	48 hours	24 hours	48 hours	48 hours
MINIMUMS:		50 Tons	45 Tons	50 Tons	50 Tons
ALL OR NONE AWARD:	Y or N	N	N	N	N
CONTACT INFORMATION:					
Hrs. of Operation		8AM-6PM M-F	7AM-5PM	6AM-4PM	Varies
24 Hr. Phone No.				248-634-8276	734-770-4914
INSURANCE	Can Meet	X	X	X	X
	Cannot Meet				
PAYMENT TERMS:		NET 30	NET 30	NET 30	NET 30
EXCEPTIONS:	Y or N	N	N	N	N

ATTEST:  
 Ashely Levin  
 Susan Reisterer  
 Enna Bachelor

\_\_\_\_\_  
 MaryBeth Murz  
 Purchasing Manager

VENDOR NAME:

Fiore's Crushed  
 Concrete, Inc.

**PROPOSAL: One-Year Requirements of Aggregates with an Option to Renew for one (1) additional year.**

ITEM	EST QTY/TONS	DESCRIPTION	PRICE/TON	PRICE/TON	PRICE/TON	PRICE/TON
1.	500	6A SLAG	\$ -			
2.	1000	22A GRAVEL	\$ -			
3.	300	PEA GRAVEL	\$ -			
4.	100	60/40 GRAVEL	\$ -			
5.	2,500	FILL SAND	\$ -			
6.	100	CRUSHED CONCRETE, 1" - 3"	\$ 15.00			
7.	1,000	21AA LIMESTONE	\$ -			
8.	200	2NS SAND	\$ -			
9.	100	MASON SAND	\$ -			
DISCOUNT IF AWARDED ALL ITEMS			0%			
<b>ESTIMATED TOTAL:</b>			\$ 1,500.00			
<b>ESTIMATED TOTAL AWARDED ITEMS:</b>						
DELIVERY: Within Hours			24 hours			
MINIMUMS:			12 Tons			
ALL OR NONE AWARD:			Y or N	N		
CONTACT INFORMATION:						
Hrs. of Operation			7AM-5PM			
24 Hr. Phone No.			586-939-6200			
INSURANCE			Can Meet	X		
			Cannot Meet			
PAYMENT TERMS:			NET 30			
EXCEPTIONS:			Y or N	NET 30		

ATTEST:

Ashely Levin  
 Susan Reisterer  
 Enna Bachelor

MaryBeth Murz  
 Purchasing Manager

The undersigned proposes to furnish **ONE YEAR REQUIREMENTS OF AGGREGATES WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR**, in accordance with the attached specifications that are to be considered an integral part of the bid proposal, at the following prices:

COMPANY: DeMott Express LTD.

**PROPOSAL:**

ITEM	EST QTY TONS	DESCRIPTION	PRICE PER TON
1.	500	6A SLAG	\$ 15.95
2.	1,000	22A GRAVEL	\$ 11.95
3.	300	PEA GRAVEL	\$ 15.49
4.	100	60/40 GRAVEL	\$ 17.95
5.	2,500	FILL SAND	\$ 7.95
6.	100	CRUSHED CONCRETE, 1" - 3"	\$ 11.95
7.	1000	21AA LIMESTONE	\$ 14.95
8.	200	2NS SAND	\$ 10.95
9.	100	MASON SAND	\$ 12.95

DISCOUNT IF AWARDED ALL ITEMS 3 % OR \$ 1977.51 OFF  
 TOTAL Bid.

**ESTIMATED QUANTITIES:**

Quantities stated are estimated and not guaranteed. The quantities stated will be used for award purposes only. The City of Troy will not be penalized for ordering more or less than the stated quantities.

**INFORMATION:**

For additional general information or questions about this project, please contact Ms. Emily Frontera at 248-524-3373, between the hours of 8:00 a.m. and 4:30 p.m.

**DOWNPAYMENTS AND PREPAYMENTS:**

Any bid submitted which requires a down payment or prepayment of any kind prior to delivery of material and acceptance, as being in conformance with specifications will not be considered for award.

**AWARD:**

Each item on this proposal will be considered as a separate bid. The City reserves the right to award the bid to the lowest responsible bidder for each item; to combine items if deemed in the City of Troy's best interest to do so; to reject low bids which have major deviations from the specifications; to accept a higher bid which has only minor deviations from the specifications.

**LOCAL PREFERENCE:**

The City of Troy reserves the right to award a contract to a local business, one which pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

**CONTRACT FORMS:**

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment and the Certification regarding "Iran Linked Business" forms and return with your bid proposal.

**DELIVERY:**

MINIMUM ORDER REQUIREMENTS: 50 TONS  
 Within 24 hours after a verbal request for material.

**CONTACT INFORMATION:**

Hours of operation: MON-SAT 24 Hr. Emergency Phone No. 810 217 6324  
8-6 pm

**APPROVED ALTERNATES:**

The City of Troy's designated department representative or his/her designee will review all items submitted for consideration as approved alternates. Their decision as to acceptability will be deemed in the City of Troy's best interest and will be final.

**SUBCONTRACTORS:**

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council.

**IMPORTANT:**

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOASHA "Right to Know" Law. Please include a copy of any relevant MSDS at the time of bid submission.

**NOTE:**

The City of Troy, at their discretion, may require the bidder to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

**TERMINATION FOR CONVENIENCE:**

The City may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

**REFERENCES:**

The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company.

COMPANY: City OF Hazel park Dpw  
ADDRESS: Cozins H.P. mich  
PHONE: 248-521-4681 CONTACT CHRIS DUBENG  
EMAIL: N/A

COMPANY: City OF Madison Hts Dpw  
ADDRESS: AJAX DR Madison Hts mi  
PHONE: 586-709 5776 CONTACT KEVIN GREEN  
EMAIL: N/A

COMPANY: City OF Dearborn Dpw  
ADDRESS: Greenfield rd Dearborn mi.  
PHONE: 313-917 7435 CONTACT DAVE Procomp  
EMAIL: N/A

COMPANY: BEDROCK Express LTD.

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE and ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Office at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

We can meet the specified insurance requirements.

We cannot meet the specified insurance requirements.

We do not carry the specified limits but can obtain the additional insurance coverage of \$ \_\_\_\_\_, at the cost of \$ \_\_\_\_\_.

**NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.**

Our proposal is reduced by \$ \_\_\_\_\_ if we lower the requirement to \$ \_\_\_\_\_.

**NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.**

**IMPORTANT:** A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements SHALL be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.

**NOTE:** Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

**OTHER:** Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

**INSURANCE VERIFICATION:**

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

**WORKERS' COMPENSATION INSURANCE,** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

**COMMERCIAL GENERAL LIABILITY INSURANCE** on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

**AUTOMOBILE LIABILITY,** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMPANY NAME: \_\_\_\_\_

*Bedrock Express LTD.*

**ADDITIONAL INSURED:**

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be *Additional Insureds*: The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

**CANCELLATION NOTICE:**

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy  
Purchasing Manager  
500 West Big Beaver  
Troy, MI 48084

**PROOF OF INSURANCE COVERAGE:**

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

**LETTER VERIFICATION:**

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. *The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder* or the bidder will be considered non-responsive and the bid un-awardable. This process will occur before presentation of the award recommendation to the Troy City Council.

**FINAL INSURANCE CERTIFICATE SUBMISSION:**

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) business additional days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

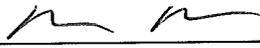
COMPANY NAME: \_\_\_\_\_

*Beaumont Express LTD.*

**SIGNATURE PAGE**

**PRICES:** Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices are to remain firm for the entire contract period.

The contract contains an option to renew for one additional year through mutual consent, within 90 days of contract termination under the same pricing structure, terms, and conditions. The renewal is subject to a favorable market survey and City Council approval. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

**SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:** \_\_\_\_\_ 

**NOTE:**

The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addendum as issued.

COMPANY BEDROCK Express LTD.

ADDRESS 1290 N MIS CITY OPTONVILLE STATE Mi ZIP 48462

TELEPHONE NO. ( ) \_\_\_\_\_ FAX NO. (248) 627 4876

REPRESENTATIVE'S NAME Barry Bass

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE \_\_\_\_\_  (Print)

TERMS Net 30 WARRANTY \_\_\_\_\_

E-MAIL BASS.BEDROCK@COMCAST.NET DELIVERY TIME: within 24 hours  
WEATHER permitting

**EXCEPTIONS:**

Any exceptions, substitutions, deviations, etc. from the City specifications and this proposal must be stated below. The reason for the exception(s), deviation(s), or substitution(s) is an integral part of this bid offer:

NONE

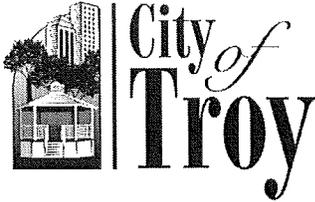
**ACKNOWLEDGEMENT:**

I, Barry Bass, certify that I have read the **Instructions to Bidders** (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE \_\_\_\_\_ 

**IMPORTANT:** The City of Troy, at their discretion, may require the bidder(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

**U.S. FUNDS:** PRICES QUOTED SHALL BE IN U.S. CURRENCY.



**CITY OF TROY  
SPECIFICATIONS**

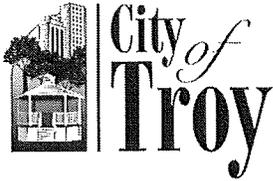
**AGGREGATES**

**CONDITIONS:**

- Prices quoted shall not include Federal or State taxes. Bidder may quote on any one or all items, or any parts thereof.
- Unit weight and compliance with the specifications will be certified by an independent testing laboratory at the request of the City. All costs for testing will be paid for by the bidder.
- Prices quoted for delivered materials do not apply while frost laws are in effect unless weight limits allow a full load over a suitable route between the source of supply and the delivery site.
- Deliveries will be made to any point within the City. The City will provide dumping space and adequate roads for hauling. Aggregates normally used for road surfaces will be spread when required by the City or by the vendor.
- All delivered materials that do not meet the minimum requirements of the Michigan Department of Transportation Standard Specifications shall be removed and replaced with suitable material by the bidder at no additional cost to the City.

**SPECIFICATIONS:**

- The materials for 6A slag, 22A gravel, 60/40 (6AA coarse/2NS sand) gravel, and mason sand shall conform to the requirements of MDOT 2012 Standard Specifications for Construction Section 900.
- 21AA Dense-graded aggregate shall meet the requirements specified in MDOT 2012 Standard Specifications for Construction Section 900, except the 21AA shall be produced entirely by crushing rock, boulders, cobbles or slag, and only fines produced by the crushing process shall be permissible. No plastic fines shall be added. Crushed concrete will not be allowed.
- Pea gravel shall be clean and free of deleterious materials.
- Natural Sand 2NS shall meet the requirements as specified in Section 900. Fine granular material resulting from the natural disintegration of rock. The material must be clean, hard, durable, uncoated particles of sand, free from clay lumps and soft or flaky material.



## Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

BEDROCK Express LTD.

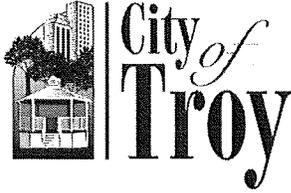
A **corporation** duly organized and doing business under the laws of the State of MICHIGAN  
for whom BARRY BASS, bearing the office title of President  
\_\_\_\_\_, whose signature is affixed to this proposal, is duly authorized to execute contracts.

A **partnership**, all members of which, with addresses, is:

<u>BARRY BASS</u>	<u>PRESIDENT</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

AN **INDIVIDUAL**, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

<u>[Signature]</u>	<u>PRESIDENT</u>
--------------------	------------------



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

BARRY BASS, being duly sworn deposed, says that he/she  
(Print Full Name)

is PRESIDENT. The party making the foregoing proposal or bid,  
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

[Signature]  
SIGNATURE OF PERSON SUBMITTING BID

[Signature]  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 2 day of MARCH, 2016 in and for  
OAKLAND County.

My commission expires:  
7/14/2018

Linda L Moskal  
Notary Public  
State of Michigan County of Oakland  
My Commission Expires 07/14/2018  
Acting in the County of \_\_\_\_\_



**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
  - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

I am able to certify to the above statements.

*BEDROCK Express LTD.*

Name of Agency/Company/Firm (Please Print)

*Barry Bass*                      *PRESIDENT*

Name and title of authorized representative (Please Print)

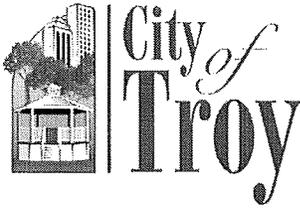
*[Signature]*

Signature of authorized representative

*3-1-16*

Date

I am unable to certify to the above statements. Attached is my explanation.



**VENDOR CERTIFICATION  
THAT IT IS NOT AN  
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	BEDROCK EXPRESS LTD.
Street Address	1290 N MIK
City	ONTONVILLE
State, Zip	MI. 48462
Corporate I.D. Number/State	382691219 MICHIGAN
Taxpayer I.D. #	" "

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent: 

Printed Name of Vendor's Authorized Agent: Barry Bass

Witness Signature: 

Printed Name of Witness: Richard Waite



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
00/00/20XX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ABC Insurance Agency 123 Main Street Anywhere, USA	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 555-555-1234      FAX (A/C, No): 555-555-5678 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A: ABC Insurance Company      00000 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
<b>INSURED</b> XYZ Construction Company 456 Main Street  Anywhere      MI		

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	00-00-00-00	00/00/00	00/00/00	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	00-00-00-00	00/00/00	00/00/00	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	00-00-00-00	00/00/00	00/00/00	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured - See Endorsement  
Cancellation Notice - See Endorsement  
Primary & Non-Contributory - See Endorsement

Project name: \_\_\_\_\_

<b>CERTIFICATE HOLDER</b> Entity Name Attn: Contact Name Entity Address City, State Zip	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  AGENT SIGNATURE

**Sample Additional Insured Endorsement for General Liability**

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

Named Insured			Endorsement Number 4
Policy Symbol HDO	Policy Number 1	Policy Period 10/01/2014 TO 10/01/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SECTION II - WHO IS AN INSURED**, is amended to include as an additional insured:  
Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations, completed operations, or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- \* The coverage and/or limits of this policy, or
- \* The coverage and/or limits required by said contract or agreement.

\_\_\_\_\_  
Authorized Agent

ADDITIONAL INSURED -  
DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured			Endorsement Number 2
Policy Symbol ISA	Policy Number	Policy Period 10/01/2014 TO 10/01/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

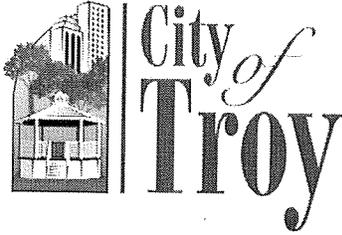
This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- TRUCKERS COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- GARAGE COVERAGE FORM
- EXCESS BUSINESS AUTO COVERAGE FORM
- EXCESS TRUCKERS COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who is insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
  - 1. You.
  - 2. Any of your "employees" or agents.
  - 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

\_\_\_\_\_  
Authorized Representative



STATEMENT OF NO BID  
CITY OF TROY

**BID NUMBER:** ITB-COT 16-15  
**TITLE:** Aggregates

**Please Send or Fax To:**  
City of Troy Purchasing Department  
500 W. Big Beaver Rd.  
Troy, MI 48084

**FAX NUMBER:** (248) 619-7608

We, the undersigned, have declined to bid on the subject bid for the following reasons:

Check All That Apply	REASON
<input type="checkbox"/>	Our company does not handle the type of product / service
<input type="checkbox"/>	We cannot meet the specifications nor provide an approved alternate – please explain below
<input type="checkbox"/>	Our company is not interested in bidding at this time
<input type="checkbox"/>	Job is too small
<input type="checkbox"/>	Job is too large
<input type="checkbox"/>	Cannot be competitive
<input type="checkbox"/>	Liability Issues such as insurance, bonding, indemnification, hold harmless
<input type="checkbox"/>	Insufficient time to respond – please explain below
<input type="checkbox"/>	Our company's schedule would not permit performance of the specifications
<input type="checkbox"/>	Other – describe below

REMARKS: \_\_\_\_\_

**COMPANY INFORMATION:**

COMPANY NAME: \_\_\_\_\_  
 SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: BEDROCK EXPRESS LTD  
 TITLE: President  
 COMPANY: BEDROCK EXPRESS LTD  
 ADDRESS: 1290 N MI5  
ONTONVILLE MI 48462  
 FAX NUMBER: 248 627 4876 TELEPHONE NUMBER: 248 627 3240

**IMPORTANT NOTE:** To qualify as a respondent to the bid, the vendor must submit a bid or return this completed form.

**VENDOR REGISTRATION:** The City of Troy uses the MITN website for vendor registration, bid and tabulation posting, award information and other processes. Final bid results will be posted on the MITN website after award. Please register to see results - [www.mitn.info](http://www.mitn.info).

CITY OF TROY  
BID PROPOSAL

ITB-COT 16-15  
Page 1 of 4

The undersigned proposes to furnish **ONE YEAR REQUIREMENTS OF AGGREGATES WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR**, in accordance with the attached specifications that are to be considered an integral part of the bid proposal, at the following prices:

COMPANY: Bedrock Express Ltd.

**PROPOSAL:**

ITEM	EST QTY TONS	DESCRIPTION	PRICE PER TON
1.	500	6A SLAG	\$ 15.95
2.	1,000	22A GRAVEL	\$ 11.95
3.	300	PEA GRAVEL	\$ 15.49
4.	100	60/40 GRAVEL	\$ 17.95
5.	2,500	FILL SAND	\$ 7.95
6.	100	CRUSHED CONCRETE, 1" - 3"	\$ 11.95
7.	1000	21AA LIMESTONE	\$ 14.95
8.	200	2NS SAND	\$ 10.95
9.	100	MASON SAND	\$ 12.95

DISCOUNT IF AWARDED ALL ITEMS 3 % OR \$ 1977.51 OFF  
TOTAL Bid.

**ESTIMATED QUANTITIES:**

Quantities stated are estimated and not guaranteed. The quantities stated will be used for award purposes only. The City of Troy will not be penalized for ordering more or less than the stated quantities.

**INFORMATION:**

For additional general information or questions about this project, please contact Ms. **Emily Frontera** at 248-524-3373, between the hours of 8:00 a.m. and 4:30 p.m.

**DOWNPAYMENTS AND PREPAYMENTS:**

Any bid submitted which requires a down payment or prepayment of any kind prior to delivery of material and acceptance, as being in conformance with specifications will not be considered for award.

**AWARD:**

Each item on this proposal will be considered as a separate bid. The City reserves the right to award the bid to the lowest responsible bidder for each item; to combine items if deemed in the City of Troy's best interest to do so; to reject low bids which have major deviations from the specifications; to accept a higher bid which has only minor deviations from the specifications.

**LOCAL PREFERENCE:**

The City of Troy reserves the right to award a contract to a local business, one which pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

**CONTRACT FORMS:**

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment and the Certification regarding "Iran Linked Business" forms and return with your bid proposal.

**DELIVERY:**

MINIMUM ORDER REQUIREMENTS: 50 TONS  
Within 24 hours after a verbal request for material.

**CONTACT INFORMATION:**

Hours of operation: MON - SAT 24 Hr. Emergency Phone No. 810 217 6324  
8-6 pm

**APPROVED ALTERNATES:**

The City of Troy's designated department representative or his/her designee will review all items submitted for consideration as approved alternates. Their decision as to acceptability will be deemed in the City of Troy's best interest and will be final.

**SUBCONTRACTORS:**

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council.

**IMPORTANT:**

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant MSDS at the time of bid submission.

**NOTE:**

The City of Troy, at their discretion, may require the bidder to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

**TERMINATION FOR CONVENIENCE:**

The City may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

**REFERENCES:**

The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company.

COMPANY: City OF Hazel park Dpw  
ADDRESS: Cozins H.P. mich  
PHONE: 248-521-4681 CONTACT CHRIS DUBENS  
EMAIL: N/A

COMPANY: City OF MADISON Hts Dpw  
ADDRESS: AJAX DR MADISON Hts mi  
PHONE: 586-709 5776 CONTACT KEVIN GREEN  
EMAIL: N/A

COMPANY: City OF Dearborn Dpw  
ADDRESS: Greenfield rd Dearborn mi.  
PHONE: 313-917 7435 CONTACT DAVE Procomp  
EMAIL: N/A

COMPANY: BEDROCK Express LTD.

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE and ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Office at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

- We can meet the specified insurance requirements.
- We cannot meet the specified insurance requirements.
- We do not carry the specified limits but can obtain the additional insurance coverage of \$ \_\_\_\_\_, at the cost of \$ \_\_\_\_\_.  
**NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.**
- Our proposal is reduced by \$ \_\_\_\_\_ if we lower the requirement to \$ \_\_\_\_\_.  
**NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.**

**IMPORTANT:** A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements SHALL be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.

**NOTE:** Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

**OTHER:** Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

**INSURANCE VERIFICATION:**

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

**WORKERS' COMPENSATION INSURANCE,** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

**COMMERCIAL GENERAL LIABILITY INSURANCE** on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

**AUTOMOBILE LIABILITY,** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMPANY NAME: Bedrock Express LTD.

**ADDITIONAL INSURED:**

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be *Additional Insureds*: The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

**CANCELLATION NOTICE:**

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy  
Purchasing Manager  
500 West Big Beaver  
Troy, MI 48084

**PROOF OF INSURANCE COVERAGE:**

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

**LETTER VERIFICATION:**

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. *The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder* or the bidder will be considered non-responsive and the bid un-awardable. This process will occur before presentation of the award recommendation to the Troy City Council.

**FINAL INSURANCE CERTIFICATE SUBMISSION:**

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) business additional days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

COMPANY NAME: \_\_\_\_\_

*Beaumont Express LTD.*

**SIGNATURE PAGE**

**PRICES:** Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices are to remain firm for the entire contract period.

The contract contains an option to renew for one additional year through mutual consent, within 90 days of contract termination under the same pricing structure, terms, and conditions. The renewal is subject to a favorable market survey and City Council approval. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_ 

**NOTE:**

The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addendum as issued.

COMPANY BEDROCK Express LTD.

ADDRESS 1290 N MIS CITY OTTONVILLE STATE Mi ZIP 48462

TELEPHONE NO. ( ) \_\_\_\_\_ FAX NO. (248) 627 4876

REPRESENTATIVE'S NAME Barry Bass

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE \_\_\_\_\_  (Print)

TERMS Net 30 WARRANTY \_\_\_\_\_

E-MAIL BASS.BEDROCK@COMCAST.NET DELIVERY TIME: within 24 hours  
WEATHER permitting

**EXCEPTIONS:**

Any exceptions, substitutions, deviations, etc. from the City specifications and this proposal must be stated below. The reason for the exception(s), deviation(s), or substitution(s) is an integral part of this bid offer:

NONE

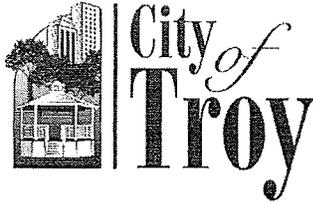
**ACKNOWLEDGEMENT:**

I, Barry Bass, certify that I have read the **Instructions to Bidders** (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, [www.mitn.info](http://www.mitn.info) and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE \_\_\_\_\_ 

**IMPORTANT:** The City of Troy, at their discretion, may require the bidder(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

**U.S. FUNDS:** PRICES QUOTED SHALL BE IN U.S. CURRENCY.



## CITY OF TROY SPECIFICATIONS

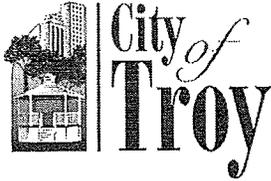
### AGGREGATES

#### CONDITIONS:

- Prices quoted shall not include Federal or State taxes. Bidder may quote on any one or all items, or any parts thereof.
- Unit weight and compliance with the specifications will be certified by an independent testing laboratory at the request of the City. All costs for testing will be paid for by the bidder.
- Prices quoted for delivered materials do not apply while frost laws are in effect unless weight limits allow a full load over a suitable route between the source of supply and the delivery site.
- Deliveries will be made to any point within the City. The City will provide dumping space and adequate roads for hauling. Aggregates normally used for road surfaces will be spread when required by the City or by the vendor.
- All delivered materials that do not meet the minimum requirements of the Michigan Department of Transportation Standard Specifications shall be removed and replaced with suitable material by the bidder at no additional cost to the City.

#### SPECIFICATIONS:

- The materials for 6A slag, 22A gravel, 60/40 (6AA coarse/2NS sand) gravel, and mason sand shall conform to the requirements of MDOT 2012 Standard Specifications for Construction Section 900.
- 21AA Dense-graded aggregate shall meet the requirements specified in MDOT 2012 Standard Specifications for Construction Section 900, except the 21AA shall be produced entirely by crushing rock, boulders, cobbles or slag, and only fines produced by the crushing process shall be permissible. No plastic fines shall be added. Crushed concrete will not be allowed.
- Pea gravel shall be clean and free of deleterious materials.
- Natural Sand 2NS shall meet the requirements as specified in Section 900. Fine granular material resulting from the natural disintegration of rock. The material must be clean, hard, durable, uncoated particles of sand, free from clay lumps and soft or flaky material.



## Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

BEDROCK Express LTD.

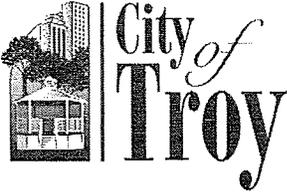
A **corporation** duly organized and doing business under the laws of the State of MICHIGAN  
for whom BARRY BASS, bearing the office title of PRESIDENT  
\_\_\_\_\_, whose signature is affixed to this proposal, is duly authorized to execute contracts.

A **partnership**, all members of which, with addresses, is:

<u>BARRY BASS</u>	<u>PRESIDENT</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

AN **INDIVIDUAL**, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

[Signature] PRESIDENT



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

BARRY BASS, being duly sworn deposed, says that he/she  
(Print Full Name)

is PRESIDENT. The party making the foregoing proposal or bid,  
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

[Signature]  
SIGNATURE OF PERSON SUBMITTING BID

[Signature]  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 2 day of MARCH, 2016 in and for  
OAKLAND County.

My commission expires:  
7/14/2018

Linda L Moskal  
Notary Public  
State of Michigan County of OAKLAND  
My Commission Expires 07/14/2018  
Acting in the County of \_\_\_\_\_



**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
  - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

I am able to certify to the above statements.

*BEDROCK Express LTD.*

Name of Agency/Company/Firm (Please Print)

*Barry Bass*

*PRESIDENT*

Name and title of authorized representative (Please Print)

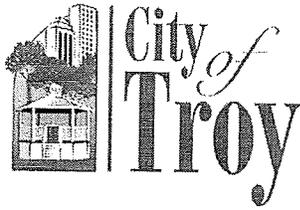
*[Handwritten Signature]*

Signature of authorized representative

*3-1-16*

Date

I am unable to certify to the above statements. Attached is my explanation.



**VENDOR CERTIFICATION  
THAT IT IS NOT AN  
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	BEDROCK EXPRESS LTD.
Street Address	1290 N MS
City	ONTONVILLE
State, Zip	MI. 48462
Corporate I.D. Number/State	382691219 michigan
Taxpayer I.D. #	" "

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent: \_\_\_\_\_

Printed Name of Vendor's Authorized Agent: \_\_\_\_\_

Barry Bass

Witness Signature: \_\_\_\_\_

Printed Name of Witness: \_\_\_\_\_

Richard White



**Sample Additional Insured Endorsement for General Liability**

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

Named Insured			Endorsement Number 4
Policy Symbol HDO	Policy Number 1	Policy Period 10/01/2014 TO 10/01/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SECTION II - WHO IS AN INSURED**, is amended to include as an additional insured:  
Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations, completed operations, or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:  
• The coverage and/or limits of this policy, or  
• The coverage and/or limits required by said contract or agreement.

\_\_\_\_\_  
Authorized Agent

**ADDITIONAL INSURED --  
DESIGNATED PERSONS OR ORGANIZATIONS**

Name of Insured			Endorsement Number 2
Policy Symbol ISA	Policy Number	Policy Period 10/01/2014 TO 10/01/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

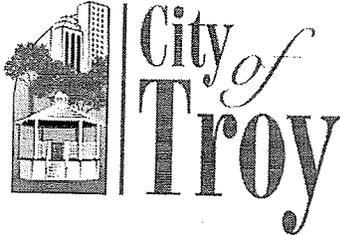
This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM**
- TRUCKERS COVERAGE FORM**
- MOTOR CARRIER COVERAGE FORM**
- GARAGE COVERAGE FORM**
- EXCESS BUSINESS AUTO COVERAGE FORM**
- EXCESS TRUCKERS COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who is insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
  - 1. You.
  - 2. Any of your "employees" or agents.
  - 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

\_\_\_\_\_  
Authorized Representative



STATEMENT OF NO BID  
CITY OF TROY

**BID NUMBER:** ITB-COT 16-15  
**TITLE:** Aggregates

**Please Send or Fax To:**  
City of Troy Purchasing Department  
500 W. Big Beaver Rd.  
Troy, MI 48084

**FAX NUMBER:** (248) 619-7608

We, the undersigned, have declined to bid on the subject bid for the following reasons:

Check All That Apply	REASON
	Our company does not handle the type of product / service
	We cannot meet the specifications nor provide an approved alternate – please explain below
	Our company is not interested in bidding at this time
	Job is too small
	Job is too large
	Cannot be competitive
	Liability Issues such as insurance, bonding, indemnification, hold harmless
	Insufficient time to respond – please explain below
	Our company's schedule would not permit performance of the specifications
	Other – describe below

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMPANY INFORMATION:**

COMPANY NAME: \_\_\_\_\_  
 SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Bedrock Express LTD  
 TITLE: President  
 COMPANY: Bedrock Express LTD  
 ADDRESS: 1290 N M15  
Ontonville MI 48462  
 FAX NUMBER: 248 627 4876 TELEPHONE NUMBER: 248 627 3240

**IMPORTANT NOTE:** To qualify as a respondent to the bid, the vendor must submit a bid or return this completed form.

**VENDOR REGISTRATION:** The City of Troy uses the MITN website for vendor registration, bid and tabulation posting, award information and other processes. Final bid results will be posted on the MITN website after award. Please register to see results - [www.mitn.info](http://www.mitn.info).



The undersigned proposes to furnish **ONE YEAR REQUIREMENTS OF AGGREGATES WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR**, in accordance with the attached specifications that are to be considered an integral part of the bid proposal, at the following prices:

COMPANY: Richmond Transport Inc.

**PROPOSAL:**

ITEM	EST QTY TONS	DESCRIPTION	PRICE PER TON
1.	500	6A SLAG	\$ <u>17.80</u>
2.	1,000	22A GRAVEL	\$ <u>12.15</u>
3.	300	PEA GRAVEL	\$ <u>15.50</u>
4.	100	60/40 GRAVEL	\$ <u>16.25</u>
5.	2,500	FILL SAND	\$ <u>8.60</u>
6.	100	CRUSHED CONCRETE, 1" - 3"	\$ <u>15.10</u>
7.	1000	21AA LIMESTONE	\$ <u>15.85</u>
8.	200	2NS SAND	\$ <u>14.00</u>
9.	100	MASON SAND	\$ <u>12.50</u>

DISCOUNT IF AWARDED ALL ITEMS \_\_\_% OR \$ \_\_\_\_\_

**ESTIMATED QUANTITIES:**

Quantities stated are estimated and not guaranteed. The quantities stated will be used for award purposes only. The City of Troy will not be penalized for ordering more or less than the stated quantities.

**INFORMATION:**

For additional general information or questions about this project, please contact Ms. Emily Frontera at 248-524-3373, between the hours of 8:00 a.m. and 4:30 p.m.

**DOWNPAYMENTS AND PREPAYMENTS:**

Any bid submitted which requires a down payment or prepayment of any kind prior to delivery of material and acceptance, as being in conformance with specifications will not be considered for award.

**AWARD:**

Each item on this proposal will be considered as a separate bid. The City reserves the right to award the bid to the lowest responsible bidder for each item; to combine items if deemed in the City of Troy's best interest to do so; to reject low bids which have major deviations from the specifications; to accept a higher bid which has only minor deviations from the specifications.

**LOCAL PREFERENCE:**

The City of Troy reserves the right to award a contract to a local business, one which pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

**CONTRACT FORMS:**

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment and the Certification regarding "Iran Linked Business" forms and return with your bid proposal.

**DELIVERY:**

MINIMUM ORDER REQUIREMENTS: 50 ton loads  
Within 24 hours after a verbal request for material.

**CONTACT INFORMATION:**

Hours of operation: 6am - 5pm 24 Hr. Emergency Phone No. 810-602-1351

**APPROVED ALTERNATES:**

The City of Troy's designated department representative or his/her designee will review all items submitted for consideration as approved alternates. Their decision as to acceptability will be deemed in the City of Troy's best interest and will be final.

**SUBCONTRACTORS:**

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council.

**IMPORTANT:**

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant MSDS at the time of bid submission.

**NOTE:**

The City of Troy, at their discretion, may require the bidder to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

**TERMINATION FOR CONVENIENCE:**

The City may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

**REFERENCES:**

The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company.

COMPANY: City of New Baltimore  
ADDRESS: 36535 Green St New Baltimore MI 48047  
PHONE: 586-735-9511 CONTACT Tom DPW

EMAIL: \_\_\_\_\_

COMPANY: City of Rochester Hills  
ADDRESS: 1000 Rochester Hills Drive Rochester Hills 48309  
PHONE: 248-656-4630 CONTACT Keith

EMAIL: \_\_\_\_\_

COMPANY: City of Richmond  
ADDRESS: 36725 Division Richmond MI 48062  
PHONE: 586-727-4757 CONTACT Jon Moore -

EMAIL: \_\_\_\_\_

City mgr

**Richmond Transport Inc.**  
4020 County Line

COMPANY: Lenox, MI 48050

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE and ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Office at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

- We can meet the specified insurance requirements.
- We cannot meet the specified insurance requirements.
- We do not carry the specified limits but can obtain the additional insurance coverage of \$ \_\_\_\_\_, at the cost of \$ \_\_\_\_\_.  
**NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.**
- Our proposal is reduced by \$ \_\_\_\_\_ if we lower the requirement to \$ \_\_\_\_\_.  
**NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.**

**IMPORTANT:** A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements SHALL be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.

**NOTE:** Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

**OTHER:** Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

**INSURANCE VERIFICATION:**

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

**WORKERS' COMPENSATION INSURANCE,** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

**COMMERCIAL GENERAL LIABILITY INSURANCE** on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

**AUTOMOBILE LIABILITY,** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Richmond Transport Inc.  
COMPANY NAME: 4020 County Line  
Lenox, MI 48050

**ADDITIONAL INSURED:**

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be *Additional Insureds*: The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

**CANCELLATION NOTICE:**

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy  
Purchasing Manager  
500 West Big Beaver  
Troy, MI 48084

**PROOF OF INSURANCE COVERAGE:**

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

**LETTER VERIFICATION:**

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. *The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder* or the bidder will be considered non-responsive and the bid un-awardable. This process will occur before presentation of the award recommendation to the Troy City Council.

**FINAL INSURANCE CERTIFICATE SUBMISSION:**

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) business additional days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

COMPANY NAME: Richmond Transport Inc.  
4020 County Line  
Lenox, MI 48050

**SIGNATURE PAGE**

**PRICES:** Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices are to remain firm for the entire contract period.

The contract contains an option to renew for one additional year through mutual consent, within 90 days of contract termination under the same pricing structure, terms, and conditions. The renewal is subject to a favorable market survey and City Council approval. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

**SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:** Cindy Manchik

**NOTE:**  
The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addendum as issued.

COMPANY Richmond Transport Inc

ADDRESS 4020 County Line CITY Lenox STATE MI ZIP 48050

TELEPHONE NO. (586) 727-1627 FAX NO. (586) 727-3094

REPRESENTATIVE'S NAME Daniel Manchik Cindy Manchik

**SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE** Cindy Manchik  
(Print)

TERMS net 30 WARRANTY NA

E-MAIL rti17417@live.com DELIVERY TIME: 2 business days

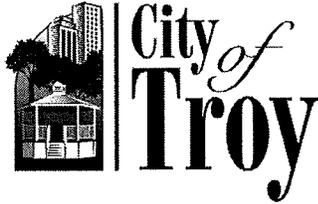
**EXCEPTIONS:**  
Any exceptions, substitutions, deviations, etc. from the City specifications and this proposal must be stated below. The reason for the exception(s), deviation(s), or substitution(s) is an integral part of this bid offer:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGEMENT:**  
I, Cindy Manchik, certify that I have read the **Instructions to Bidders** (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, [www.mitn.info](http://www.mitn.info) and is an official copy of the Authorized Version.

**SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE** Cindy Manchik

**IMPORTANT:** The City of Troy, at their discretion, may require the bidder(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

**U.S. FUNDS:** PRICES QUOTED SHALL BE IN U.S. CURRENCY.



## CITY OF TROY SPECIFICATIONS

### AGGREGATES

#### CONDITIONS:

- Prices quoted shall not include Federal or State taxes. Bidder may quote on any one or all items, or any parts thereof.
- Unit weight and compliance with the specifications will be certified by an independent testing laboratory at the request of the City. All costs for testing will be paid for by the bidder.
- Prices quoted for delivered materials do not apply while frost laws are in effect unless weight limits allow a full load over a suitable route between the source of supply and the delivery site.
- Deliveries will be made to any point within the City. The City will provide dumping space and adequate roads for hauling. Aggregates normally used for road surfaces will be spread when required by the City or by the vendor.
- All delivered materials that do not meet the minimum requirements of the Michigan Department of Transportation Standard Specifications shall be removed and replaced with suitable material by the bidder at no additional cost to the City.

#### SPECIFICATIONS:

- The materials for 6A slag, 22A gravel, 60/40 (6AA coarse/2NS sand) gravel, and mason sand shall conform to the requirements of MDOT 2012 Standard Specifications for Construction Section 900.
- 21AA Dense-graded aggregate shall meet the requirements specified in MDOT 2012 Standard Specifications for Construction Section 900, except the 21AA shall be produced entirely by crushing rock, boulders, cobbles or slag, and only fines produced by the crushing process shall be permissible. No plastic fines shall be added. Crushed concrete will not be allowed.
- Pea gravel shall be clean and free of deleterious materials.
- Natural Sand 2NS shall meet the requirements as specified in Section 900. Fine granular material resulting from the natural disintegration of rock. The material must be clean, hard, durable, uncoated particles of sand, free from clay lumps and soft or flaky material.



## Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

---

A **corporation** duly organized and doing business under the laws of the State of Michigan  
for whom Cindy Marchik, bearing the office title of Treasurer  
\_\_\_\_\_, whose signature is affixed to this proposal, is duly authorized to execute contracts.

---

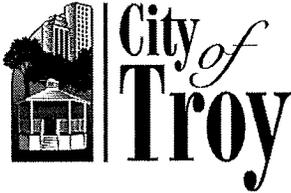
A **partnership**, all members of which, with addresses, is:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

---

AN **INDIVIDUAL**, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

_____	_____
-------	-------



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Cindy Manshik, being duly sworn deposed, says that he/she  
(Print Full Name)

is Treasurer. The party making the foregoing proposal or bid,  
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

Cindy Manshik  
SIGNATURE OF PERSON SUBMITTING BID

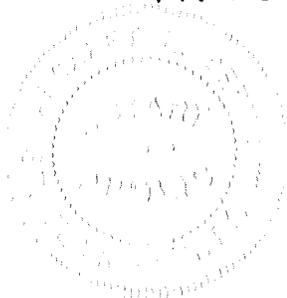
Margaret L. Bernia  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 18 day of February, 2016 in and for  
Macomb County.

My commission expires:

11-5-2019

MARGARET L. BERNIA  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF ST. CLAIR  
MY COMMISSION EXPIRES Nov 5, 2019  
ACTING IN COUNTY OF Macomb





**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
  - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

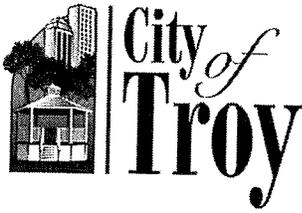
*I am able to certify to the above statements.*

Richmond Transport Inc  
Name of Agency/Company/Firm (Please Print)

Chridy Manohik Treas  
Name and title of authorized representative (Please Print)

Chridy Manohik 2-18-16  
Signature of authorized representative Date

*I am unable to certify to the above statements. Attached is my explanation.*



**VENDOR CERTIFICATION  
THAT IT IS NOT AN  
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	Richmond Transport Inc
Street Address	4020 County Line
City	Lenox
State, Zip	Michigan 48050
Corporate I.D. Number/State	<del>38 27</del> 512193
Taxpayer I.D. #	38 2720664

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent: Cindy Marchik

Printed Name of Vendor's Authorized Agent: Cindy Marchik

Witness Signature: Jody A Smith

Printed Name of Witness: Jody A Smith

The undersigned proposes to furnish **ONE YEAR REQUIREMENTS OF AGGREGATES WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR**, in accordance with the attached specifications that are to be considered an integral part of the bid proposal, at the following prices:

COMPANY: Glenn Eisenhardt Exc. Inc.

**PROPOSAL:**

ITEM	EST QTY TONS	DESCRIPTION	PRICE PER TON
1.	500	6A SLAG	\$ _____
2.	1,000	22A GRAVEL	\$ <u>10.00</u>
3.	300	PEA GRAVEL	\$ <u>16.45</u>
4.	100	60/40 GRAVEL	\$ _____
5.	2,500	FILL SAND	\$ <u>7.15</u>
6.	100	CRUSHED CONCRETE, 1" - 3"	\$ <u>13.75</u>
7.	1000	21AA LIMESTONE	\$ <u>16.70</u>
8.	200	2NS SAND	\$ <u>14.54</u>
9.	100	MASON SAND	\$ <u>13.55</u>

DISCOUNT IF AWARDED ALL ITEMS \_\_\_\_% OR \$ \_\_\_\_\_

**ESTIMATED QUANTITIES:**

Quantities stated are estimated and not guaranteed. The quantities stated will be used for award purposes only. The City of Troy will not be penalized for ordering more or less than the stated quantities.

**INFORMATION:**

For additional general information or questions about this project, please contact Ms. **Emily Frontera** at 248-524-3373, between the hours of 8:00 a.m. and 4:30 p.m.

**DOWNPAYMENTS AND PREPAYMENTS:**

Any bid submitted which requires a down payment or prepayment of any kind prior to delivery of material and acceptance, as being in conformance with specifications will not be considered for award.

**AWARD:**

Each item on this proposal will be considered as a separate bid. The City reserves the right to award the bid to the lowest responsible bidder for each item; to combine items if deemed in the City of Troy's best interest to do so; to reject low bids which have major deviations from the specifications; to accept a higher bid which has only minor deviations from the specifications.

**LOCAL PREFERENCE:**

The City of Troy reserves the right to award a contract to a local business, one which pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

**CONTRACT FORMS:**

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment and the Certification regarding "Iran Linked Business" forms and return with your bid proposal.

**DELIVERY:**

MINIMUM ORDER REQUIREMENTS: 45 tons  
 Within 24 hours after a verbal request for material.

**CONTACT INFORMATION:**

Hours of operation: 7 A.M. - 5:00 P.M. 24 Hr. Emergency Phone No. 248-521-7076

**APPROVED ALTERNATES:**

The City of Troy's designated department representative or his/her designee will review all items submitted for consideration as approved alternates. Their decision as to acceptability will be deemed in the City of Troy's best interest and will be final.

**SUBCONTRACTORS:**

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council.

**IMPORTANT:**

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant MSDS at the time of bid submission.

**NOTE:**

The City of Troy, at their discretion, may require the bidder to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

**TERMINATION FOR CONVENIENCE:**

The City may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

**REFERENCES:**

The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company.

COMPANY: Lapeer County Rd. Commission  
ADDRESS: 820 Davis Lake Rd. Lapeer, MI 48464  
PHONE: 810-664-6272 CONTACT Jack Sostock  
EMAIL: ldaily@lcronline.com

COMPANY: Kaltz Excavating  
ADDRESS: 2420 Auburn Rd. Auburn Hills, MI 48326  
PHONE: 248-335-1717 CONTACT Doug Kaltz  
EMAIL: \_\_\_\_\_

COMPANY: City of Rochester Hills  
ADDRESS: 1000 Rochester Hills Dr. Rochester Hills, MI 48309  
PHONE: 248-656-4600 CONTACT Purchasing Dept.  
EMAIL: \_\_\_\_\_

COMPANY: Glenn Eisenhardt Exc. Inc.

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE and ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Office at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

- We can meet the specified insurance requirements.
- We cannot meet the specified insurance requirements.
- We do not carry the specified limits but can obtain the additional insurance coverage of \$ \_\_\_\_\_, at the cost of \$ \_\_\_\_\_.  
**NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.**
- Our proposal is reduced by \$ \_\_\_\_\_ if we lower the requirement to \$ \_\_\_\_\_.  
**NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.**

**IMPORTANT:** A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements SHALL be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.

**NOTE:** Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

**OTHER:** Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

**INSURANCE VERIFICATION:**

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

**WORKERS' COMPENSATION INSURANCE,** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

**COMMERCIAL GENERAL LIABILITY INSURANCE** on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

**AUTOMOBILE LIABILITY,** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMPANY NAME: Glenn Eisenhardt Exc., Inc.

**ADDITIONAL INSURED:**

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be *Additional Insureds*: The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

**CANCELLATION NOTICE:**

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy  
Purchasing Manager  
500 West Big Beaver  
Troy, MI 48084

**PROOF OF INSURANCE COVERAGE:**

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

**LETTER VERIFICATION:**

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. *The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder* or the bidder will be considered non-responsive and the bid un-awardable. This process will occur before presentation of the award recommendation to the Troy City Council.

**FINAL INSURANCE CERTIFICATE SUBMISSION:**

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) business additional days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

COMPANY NAME: Glenn Eisenhardt Exc., Inc.



**SIGNATURE PAGE**

**PRICES:** Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices are to remain firm for the entire contract period.

The contract contains an option to renew for one additional year through mutual consent, within 90 days of contract termination under the same pricing structure, terms, and conditions. The renewal is subject to a favorable market survey and City Council approval. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: *Eric Eisenhardt*

**NOTE:**

The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addendum as issued.

COMPANY Glenn Eisenhardt Exc. Inc.

ADDRESS 200 E. Sutton CITY Metamora STATE MI ZIP 48455

TELEPHONE NO. (810) 245-2720 FAX NO. (810) 245-2720

REPRESENTATIVE'S NAME Eric Eisenhardt

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE *Eric Eisenhardt* <sup>(Print)</sup>

TERMS \_\_\_\_\_ WARRANTY \_\_\_\_\_

E-MAIL eisenhardtxe@aol.com DELIVERY TIME: \_\_\_\_\_

**EXCEPTIONS:**

Any exceptions, substitutions, deviations, etc. from the City specifications and this proposal must be stated below. The reason for the exception(s), deviation(s), or substitution(s) is an integral part of this bid offer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGEMENT:**

I, Eric Eisenhardt, certify that I have read the **Instructions to Bidders** (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, [www.mitn.info](http://www.mitn.info) and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE *Eric Eisenhardt*

**IMPORTANT:** The City of Troy, at their discretion, may require the bidder(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

**U.S. FUNDS:** PRICES QUOTED SHALL BE IN U.S. CURRENCY.



**Legal Status of Bidder:**

The Bidder shall fill out the appropriate form and strike out the other two:

---

A **corporation** duly organized and doing business under the laws of the State of Michigan  
for whom Eric Eisenhardt, bearing the office title of vice President  
\_\_\_\_\_, whose signature is affixed to this proposal, is duly authorized to execute contracts.

---

A **partnership**, all members of which, with addresses, is:

<hr/>	<hr/>

---

AN **INDIVIDUAL**, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

<hr/>	<hr/>
-------	-------

Glenn Eisenhardt Excavating



**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

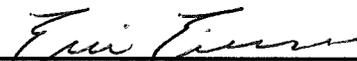
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
  - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

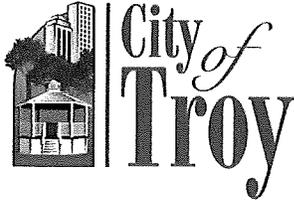
*I am able to certify to the above statements.*

Glenn Eisenhardt Excavating  
Name of Agency/Company/Firm (Please Print)

Eric Eisenhardt - Vice President  
Name and title of authorized representative (Please Print)

  
Signature of authorized representative Date

*I am unable to certify to the above statements. Attached is my explanation.*



**VENDOR CERTIFICATION  
THAT IT IS NOT AN  
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

<b>Vendor</b>	
Legal Name	Glenn Eisenhardt Excavating, Inc.
Street Address	200 E. Sutton Rd.
City	Metamora
State, Zip	MI, 48455
Corporate I.D. Number/State	
Taxpayer I.D. #	38-2738077

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent: 

Printed Name of Vendor's Authorized Agent: Eric Eisenhardt

Witness Signature: 

Printed Name of Witness: Connie L. Cantley



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Eric Jerome Eisenhardt, being duly sworn deposed, says that he/she  
(Print Full Name)

is Vice Pres. The party making the foregoing proposal or bid,  
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

Eric Eisenhardt

SIGNATURE OF PERSON SUBMITTING BID

[Handwritten Signature]

NOTARY'S SIGNATURE

Subscribed and sworn to before me this 1<sup>st</sup> day of March, 2016 in and for  
Oakland County.

My commission expires:

06-07-2018

